

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

KARV Communications, Inc.

2. Registration Number

6162

3. Primary Address of Registrant

122 East 42nd Street
Suite 2005
New York, NY 10168

4. Name of Foreign Principal

Stiftung Pressischer Kulturbesitz (SPK)
(through Wiggin and Dana LLP)

5. Address of Foreign Principal

Von-der-Heydt-Straße 16-18,
10785 Berlin,
Germany

6. Country/Region Represented

Germany

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country¹
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input checked="" type="checkbox"/> Other (<i>specify</i>) <u>Govt consortium of museums, archives, etc.</u> |
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

SPK, a foundation created and supported by the German Federal government and the German States, is a Smithsonian-like consortium of museums, archives, and research institutions in Berlin, Germany.

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

SPK, a foundation created and supported by the German Federal government and the German States, is a Smithsonian-like consortium of museums, archives, and research institutions in Berlin, Germany.

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

December 06, 2020

Andrew Frank

Sign

/s/ Andrew Frank

eSigned

Sign

Sign

Sign

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

KARV Communications, Inc.

2. Registration Number

6162

3. Name of Foreign Principal

Stiftung Pressischer Kulturbesitz (SPK) (through Wiggin and Dana LLP)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? May 22, 2015
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached contract with Wiggin and Dana, LLP to provide services to Stiftung Pressischer Kulturbesitz (SPK).

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant has worked with SPK (via Wiggin and Dana, LLP) to provide communications and public affairs support services to assist Wiggin in its communications outreach related to litigation SPK is involved in.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The registrant has worked with SPK (via Wiggin and Dana, LLP) to provide communications and public affairs support services to assist Wiggin in its communications outreach related to litigation SPK is involved in.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

See attached

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
See attached			

\$632,075.68

Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
See attached			

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

December 06, 2020

Andrew Frank

Sign

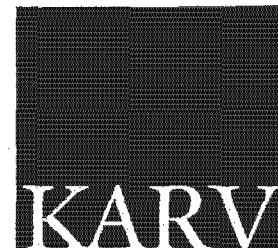
/s/ Andrew Frank

eSigned

Sign

Sign

Sign



May 22, 2015

Jonathan M. Freiman
Wiggin and Dana LLP
265 Church Street
New Haven, Connecticut
06508-1832

Dear Mr. Freiman:

The following, when signed by you, will constitute an Agreement by and between Karv Communications, Inc., (hereinafter "**KARV**") and Wiggin and Dana LLP (hereinafter "**Wiggin**"), in connection with your representation of your client, Stiftung Pressischer Kulturbesitz (hereinafter "**SPK**").

I. Term of Engagement

The term of this agreement shall begin with the meeting attended by Andrew Frank and several **SPK** personnel on May 12, 2015 and will continue in full force until **Wiggin** and **KARV** mutually agree that services are no longer necessary, or until cancellation occurs pursuant to Paragraph VII below.

II. Scope of Work

KARV will work with **Wiggin** on behalf of your client **SPK** in order to provide communications and public affairs support services that will assist **Wiggin** in rendering legal advice to its client **SPK** in the case of *Philipp v. Federal Republic of Germany*, Case 1:15-cv-00266-CKK, currently pending in the federal district court for the District of Columbia ("the case"). In particular, **KARV** will use its communications expertise in order to aid **Wiggin** in understanding the negative effects of the plaintiffs' press strategy and in countering those negative effects to the general public, U.S. Government, and other interested parties.

III. Compensation and Billing

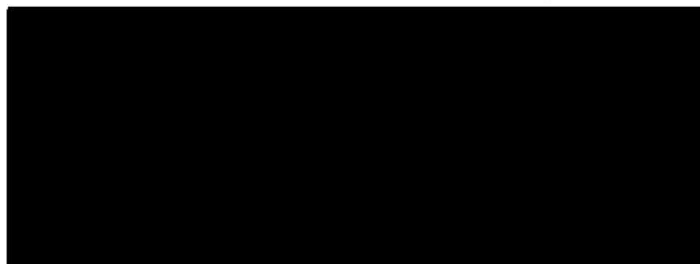
1. It is understood that all billing will be sent to **Wiggin**, which will review the bills and forward them as appropriate to **SPK**; and it is understood that **SPK** (not **Wiggin**) is fully responsible for all payments.
2. Fees: It is agreed that **KARV** shall bill hourly rates of \$150 - \$650 (as noted in Appendix A), depending on the individuals working on the issue, and will track time and provide supportive data for such time. *An initial retainer of \$25,000 is due upon signing, to be billed against time.*
3. Direct Expenses: Direct Expenses, in the terms of this Agreement, include any reasonable and customary business expenses (e.g., telephone, fax, postage, rental car, local transportation, messenger service). Travel outside of the United States will be business class, travel in the United States will be coach. All expenses will be billed at cost plus a 5% (five percent) service fee. All expenses will be billed at the end of each month as actually incurred; and **SPK** agrees to reimburse **KARV** for such expenses.

A handwritten signature, possibly "A", enclosed in a circle.



4. Other Expenses: Commitments and payments to third parties for products and services, beyond reasonable and customary business expense, will not be undertaken without prior, written approval of **Wiggin** or **SPK**.

All invoices will be paid by **SPK** within twenty (20) days of receipt. Payments shall be made either by check sent to **KARV** at: 590 Madison Avenue, 35th Floor, New York, NY 10022; or via wire transfer to **KARV's** New York bank:



IV. Indemnifications

SPK agrees to indemnify **KARV** and its officers, directors, employees, and agents against any and all claims that (i) arise from or in connection with materials that were prepared or approved by **KARV** or any of its employees, agents, or independent contractors, or (ii) arise from or in connection with **KARV's** performance of its obligations under this agreement with **Wiggin** provided, however, that the foregoing shall not apply to claims arising from the negligence or misconduct of **KARV** or any of its employees, agents, or independent contractors, for which **KARV** shall indemnify **SPK** and its officers, directors, employees, and agents; likewise, **KARV** shall indemnify **Wiggin** and its partners, employees and agents for any claims arising from the negligence or misconduct of **KARV** or any of its employees, agents, or independent contractors.

V. Ownership of Materials and Intellectual Property

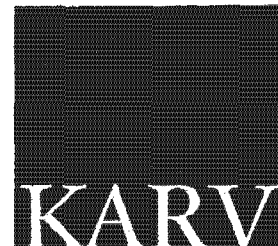
All tangible materials and intellectual property produced at **SPK's** expense by **KARV** shall be the property of **SPK** upon receipt by **KARV** of payment in full for the cost of all materials and other direct expenses plus all fees due.

VI. Confidentiality

KARV recognizes that during the course of its work with **Wiggin**, it may have occasion to conceive, create, develop, review, or receive information that is considered by **SPK** or **Wiggin** to be confidential or proprietary. **KARV** shall treat all such materials as confidential unless it receives written instructions from **SPK** or **Wiggin** to the contrary or is required to do so by competent legal authority.

VII. Cancellation

Either party may terminate services under this Agreement with thirty (30) days written notice to the other of intent to cancel. If the Agreement is cancelled before completion of the scope of services, **KARV** agrees to cease immediately all work and turn over all work product to **Wiggin** or **SPK** within three days of such cancellation. In the event of such cancellation, the liability of **Wiggin** or **SPK** shall be limited to payment for only those services rendered and reasonable expenses incurred by **KARV** as of the date of receipt of the written notice of cancellation. **KARV** acknowledges that in the event of such cancellation it



may be responsible for the cost of completion of services and work contracted to be performed in a satisfactory workmanlike manner.

VIII. Non-Disparagement

During and after the term of this Agreement, except as may be required by law, neither **KARV**, **SPK** nor **Wiggin** shall make any statement (verbal or written) about any other's financial status, business, personnel, directors, officers, members, consultants, services or business methods that is intended to or is reasonably likely to disparage or denigrate the other's.

IX. Non-Waiver

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

X. Non-Binding Authority

Neither party has any authority to enter into contracts or agreements on behalf of the other party. This Agreement does not create a partnership or joint venture between the parties.

XI. Third Party Beneficiary and Obligor

The parties expressly recognize that **SPK** has both rights and responsibilities under this agreement, and that **Wiggin**, as **SPK**'s attorney, is authorized by **SPK** to enter into this agreement granting **SPK** rights and obliging it to responsibilities. With that understanding, the parties intend **SPK** to have the status of third party beneficiary and third-party obligor. **KARV** expressly recognizes that **Wiggin** is not responsible – whether as a primary obligor, secondary obligor, by joint and several liability, the doctrine of contribution, or any other doctrine whatsoever that might create responsibility – for any obligation under this contract owed by **SPK**.

XI. How Notice Shall be Given

All notices to be effective shall be in writing and shall be deemed to have been duly given or made (i) on the first business day after being deposited into a recognized courier service's custody before the cut off time for next business day delivery, designated for next day delivery and prepaid, or (ii) three days after being deposited with the US Postal Service as postage prepaid, certified mail return receipt requested, or (iii) upon personal delivery; in any case addressed to such party at its address set forth herein, or to such other to such other address as a party may designate in the future by written notice given in similar manner.

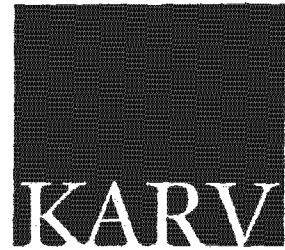
XII. Choice of Law and Venue

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York within the Jurisdiction of NY, NY.

XIII. Entire Agreement

This Agreement supersedes any prior agreements made by and between **KARV** and **Wiggin**, in any form, and constitutes the entire agreement of the parties.

Handwritten initials, possibly "AP", in the bottom right corner of the page.




XIV. Severability

If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in effect and in full force.

If the foregoing is a fair representation of our Agreement, please confirm the same by countersigning a copy of this letter and returning it to us.

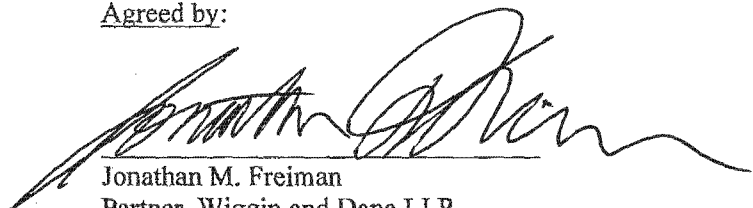
We look forward to working with you.

Sincerely,

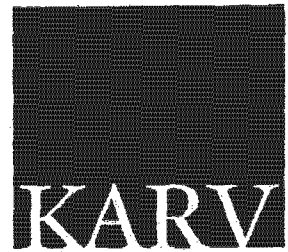


Andrew Frank
President, KARV Communications Inc.

Agreed by:



Jonathan M. Freiman
Partner, Wiggin and Dana LLP



APPENDIX A

Hourly Rates

Founder & President:	\$650/hour
Executive Vice President:	\$550/hour
Senior Advisor	\$500/hour
Senior Associate:	\$300/hour
Associate:	\$225/hour
Junior Associate:	\$150/hour

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